

*Sworn Translator of English
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***CERTIFIED TRANSLATION OF THE ORIGINAL
DOCUMENT PREPARED IN POLISH***

Remarks of the translator have been entered in italics and included in square brackets

**LEGAL GAZETTE OF THE SILESIAN UNIVERSITY OF
TECHNOLOGY**

Item 45

RESOLUTION NO. 6/2021 OF THE

SENATE OF THE SILESIAN UNIVERSITY OF TECHNOLOGY

of 25 January 2021.

**on adopting the Regulations on managing intellectual property at the Silesian
University of Technology**

Pursuant to Article 152(1) of the Act of 20 July 2018. - Law on Higher Education and Science (i.e. Journal of Laws of 2020, item 85, as amended) and § 18, Point 1, item 22 of the Statute of the Silesian University of Technology (Legal Gazette of the Silesian University of Technology of 2020, item 339, as amended), the Senate of the Silesian University of Technology decides as follows:

§ 1

The "Regulations on Managing Intellectual Property at the Silesian University of Technology" are adopted as an Annex to this resolution.

§ 2

Resolution No XXVII/217/14/15 of the Senate of the Silesian University of Technology of 30 March 2015 on the Regulations on Managing Intellectual Property at the Silesian University of Technology (Legal Gazette of the Silesian University of Technology of 2015, item 46, as amended) shall be repealed.

§ 3

The resolution shall enter into force on the date of its adoption.

Rector of the Silesian University of Technology: *A. Mężyk*

Regulations on Managing Intellectual Property

ANNEX

to Resolution No. 6/2021 of the Senate of the Silesian University
of Technology
of 25 January 2021.

Regulations on Managing Intellectual Property

In order to make better use of the intellectual and technical potential of the University, as well as to ensure the protection of the interests of the creators of intellectual property and the interests of the University, the Senate of the Silesian University of Technology adopts the Regulations on the management of copyright and related rights, industrial property rights and the rules of commercialisation at the Silesian University of Technology.

I. Protection and use of intellectual property at the Silesian University of Technology

Chapter 1

Definitions of terms

§ 1

The terms used in these Regulations shall mean the following:

- 1) **"intellectual property"** - legally protectable inventions, utility models, industrial designs, trademarks, topographies of integrated circuits, know-how, as well as works, objects of related rights, computer programs and databases,
- 2) **"employee intellectual property"** - intellectual property created in the course of their creators' performance of their duties under the employment relationship during the course of their employment (including when the creator is away from the University under a scholarship, university grant or research leave),
- 3) **"obligations arising from the employment relationship"** - activities the performance of which is the responsibility of the employee, arising in particular from the provisions of the employment contract, the scope of activities, an order from a superior falling within the scope of the employee's duties, the Work Regulations,

- 4) **"intellectual property of the University"** - Intellectual property in which the University has property rights (e.g. the right to obtain a patent, patent, protection rights, copyright in works, property rights),
- 5) **"assistance from the University". - the University's** contribution to the creation of an intellectual property, which may be expressed in financial, technical, material, organisational or other inputs (e.g. professional substantial assistance, provision of laboratories, premises and equipment), if these factors had an impact on the creation of the intellectual property,
- 6) **"non-employee intellectual property "** - intellectual property created by persons with legal relationships other than those defined in point 2,
- 7) **"employee"** - a person employed at the Silesian University of Technology within the scope of an employment relationship, in particular carrying out scientific activities,
- 8) **"creator"** - any person who has created or co-created an intellectual property within the University and is entitled or jointly entitled to that good,
- 9) **"University"** - the Silesian University of Technology,
- 10) **"CITT"** - Centre for Incubation and Technology Transfer,
- 11) **"organisational units of the University"** - organisational units as defined in the Statutes of the University (basic units and their internal units, university-wide units, centre),
- 12) **"know-how"** - information of a technical, technical-organisational, technological, scientific (including research results) or other nature having economic value, in respect of which the University has taken the necessary measures to maintain confidentiality,
- 13) **"improvement projects"** - creative solutions of a technical and organisational nature suitable for use, not being patentable inventions, utility and industrial designs or integrated circuit topographies, and consisting in particular in improving known solutions and/or adapting them to the needs of a particular undertaking,
- 14) **"head of the organisational unit"** - the head of the unit responsible for the place of employment of the creator,
- 15) **"commercialisation"** - the entirety of activities related to the transformation of knowledge into new products, services, technologies and organisational solutions; a set of activities consisting of making available to other entities the intellectual property or rights to it held by the University in order to obtain financial benefits for the University. Commercialisation activities include in particular:
 - a) assessment of the intellectual property in terms of economic application and commercialisation possibilities,
 - b) seeking market applications for research results,

- c) offering the University's intellectual properties to make them available to third parties in any way,
 - d) market analysis, advertising and marketing of intellectual property,
 - e) conducting talks and negotiations aimed at making the University's intellectual property available to third parties,
- 16) "**direct commercialisation**" - selling the results of scientific research, development work or know-how related to these results or giving to use these results or know-how, in particular on the basis of a licence, rental or lease agreement,
 - 17) "**indirect commercialisation**" - taking up shares in companies in order to implement or prepare for the implementation of research results, development works or know-how related to these results,
 - 18) "**commercialisation costs**" - external costs, in particular the costs of legal protection, expert opinions, assessment of the value of the object of commercialisation and official fees. These costs do not include costs incurred prior to the decision to commercialise and remuneration of no more than 10% of the minimum wage,
 - 19) "**scientific and industrial consortium**" - the relationship of the University with another entity, including an entrepreneur, on the basis of an agreement, which includes provisions defining the rules for the commercialisation of the intellectual property to be created on the basis of the research and development work carried out,
 - 20) "**committee**" - committee on implementation and commercialisation of intellectual property,
 - 21) "**Work**" - works within the meaning of the Copyright and Related Rights Act,
 - 22) "**special purpose vehicle**" – Innowacje Politechniki Śląskiej Sp. z o.o. - a company established in order to carry out indirect commercialisation consisting in subscription or acquisition of shares or stocks in companies or subscription warrants entitling to subscription or acquisition of stocks in companies in order to implement or prepare for implementation the results of scientific activities or know-how,
 - 23) "**spin off/out company**" - a company under commercial law established by at least one employee of the University as a result of academic activity, commercialising employee intellectual property produced by an employee of the University, whether or not related to the University personally or by capital,
 - 24) "**POL-on**" - the ICT system referred to in Article 342 of the Act,
 - 25) "**technology transfer**" - the process of making available by the University, as a result of research activity, technology to an entrepreneur on market terms (commercialisation), development and adaptation of R&D results by an entrepreneur, including pre-implementation works, as well as their application in

economic activity and offering on the market to potential customers (implementation),

26) "**Act**" – the Act - Law on Higher Education and Science.

Chapter 2

Subjective scope

§ 2

1. The Regulations on Managing Intellectual Property, hereinafter referred to as the Regulations, apply to employees of the Silesian University of Technology employed under an employment relationship who, in the performance of their duties, carry out work of an intellectual nature.
2. The provisions of these Regulations also apply to doctoral students, University students, national and foreign scholarship holders and other persons participating in scientific activities and not being in an employment relationship with the University, if this is provided for in the agreement or if the University is entitled to the rights to the results of their scientific activities.
3. The provisions of the Regulations shall apply to third parties with whom the University has entered into an agreement, unless that agreement provides otherwise.

Scope of activity of the Centre for Incubation and Technology Transfer

§ 3

The Centre for Incubation and Technology Transfer, hereinafter referred to as CITT, is a University-wide unit whose task is to supervise and administer the entire process of intellectual property protection at the University. The detailed scope of tasks performed by CITT employees is specified in the Organisational Regulations and the Regulations of the Centre of Incubation and Technology Transfer.

Chapter 3

Objective scope

§ 4

1. The Regulations set out:
 - a) the rights and obligations of the University, its employees, University students and doctoral students, as well as persons who are not employees of the University but

who take part in the performance of tasks on its behalf, with respect to the protection and use of copyright, related rights and industrial property rights,

- b) rules for the remuneration of creators,
 - c) rules and procedures of commercialisation,
 - d) rules for the use of University property used for commercialisation and the provision of scientific and research services,
 - e) rules for the distribution of funds obtained from commercialisation between the creator being an employee of the University and the University,
 - f) rules and procedure for the transfer to the University by an employee, University student or doctoral student of information on the results and information on the funds obtained from commercialisation, as well as the rules and procedure for the transfer by an employee of the part of the funds obtained from commercialisation to which the University is entitled,
 - g) rules and procedures for the transfer to the employee by the University of the decision on the commercialisation of the result, and the rules and procedures for the transfer to the employee by the University of the employee's share of the funds obtained from the commercialisation.
2. Intellectual property rights in employee intellectual property shall vest in the University, subject to regulations to the contrary.
 3. In situations not regulated otherwise in the agreement and where the agreement provides for the application of these Regulations, the University shall be entitled to use free of charge, for the purposes of scientific and didactic research, intellectual property obtained with the assistance of the University, the economic rights to which are vested in a third party.
 4. If a University student or doctoral student makes a creative contribution to the creation of an intellectual property by a student or doctoral student in the performance of their duties, with the assistance of the University and under the supervision of an employee of the University, the University shall acquire the rights to that property (including the right to obtain appropriate protection) at the time of its creation. The student or doctoral student shall be obliged to certify the above circumstance in a separate document at the request of the University.
 5. Civil law agreements concluded by the University with employees in the scope not covered by the obligations arising from the employment relationship or with persons not in an employment relationship with the University should provide for the transfer to the University of the rights to intellectual property created as a result of the performance of such agreements, unless other agreements, including project agreements, or regulations provide otherwise.

Chapter 4

Confidentiality obligation

§ 5

1. Employees of the University shall be obliged to keep confidential the results of the work carried out within the scope of paragraph 2. It is permitted to disclose the course of research or scientific work to other employees for the purposes of their scientific or research and development activities.
2. Information on intellectual properties of the Silesian University of Technology and intellectual properties of other entities, in which the employees of the University have creative shares, having significant implementation potential and a low level of technological readiness, through the publication of scientific works, delivering papers, presenting them at fairs, exhibitions, competitions and in the media, can be made public after prior:
 - a) notification of their inclusion in the University's records of intellectual property, in accordance with § 12 and 13,
 - b) obtaining confirmation from the Director of the CITT that there are no obstacles to the publication of information on intellectual property in connection with ongoing or planned procedures for its legal status, patent protection or commercialisation.
3. Where it is necessary, in particular for scientific or research and development purposes, to disclose to a third party information referred to in paragraph 2, such disclosure shall take place following the conclusion of a non-disclosure agreement, or the conclusion of appropriate clauses in the consortium or cooperation agreement.
4. The patent attorney, the director of the CITT and persons creatorised by them shall be entitled to inspect the documentation of the research or scientific work carried out, in particular the results within the meaning of the Act and the know-how documentation.
5. At the direction of the director of the CITT, designated and creatorised persons may audit intellectual property and the results of research and development work carried out, including in particular projects carried out or completed within the scope of NB and U work carried out or completed with the support of research institutes or scientific and industrial consortia.
6. The IP audit will be carried out after planning its scope and purpose with the Office of the Auditor and Internal Control.

Chapter 5

Works

§ 6

1. The creator has a moral right to the work.
2. The creator of scientific works, in particular doctoral dissertations, post-doctoral dissertations, monographs and articles of a scientific nature, shall enjoy copyright ownership.
3. Creator's economic rights to works other than those mentioned in Point 2, such as teaching materials, syllabuses, class programmes, expert opinions, including those of a scientific nature, created by the University's employees, shall be acquired by the University at the time of their transfer.
4. The University shall have the right of priority for the publication of employee scientific works referred to in Point 2. The right of priority shall not apply to scientific articles not exceeding 5 publishing sheets.
5. The priority right to publish employee scientific works shall lapse if no publishing agreement has been concluded within 2 months of the delivery of the work.
6. Prior to the creation of a work or completion of work on it, a staff member may ask the Head of the Silesian University of Technology Publishing House whether the University will exercise the right of priority of publication of the work. If the Head of the Silesian University of Technology Publishing House fails to make a declaration to this effect within 2 months of the request, the right of priority of publication shall not arise.
7. The University may use the scientific material contained in the works referred to in Point 2 free of charge for the purposes of scientific and research and development work, as well as for the purpose of informing about scientific and research and development work - conducted within the University.
8. Publishing and making available of works is done in accordance with the Decision No. 44/09/10 of the Rector of the Silesian University of Technology on the creation of the "Digital Library of the Silesian University of Technology".
9. Unless the agreement on the transfer of the creator's economic rights to the work to the University or the licence agreement, in which the licensee is the University, provides otherwise, the transfer or granting of the licence takes place in all fields of exploitation, i.e:
 - a) recording and multiplying the work by any technique, including printing, digital or magnetic recording,
 - b) public performance, displaying and reproducing, as well as making the works available to the public in such a way that everybody could access them in a place and at a time chosen by themselves,

- c) broadcasting and rebroadcasting,
 - d) placing on the market, lending or rental of the original or copies.
10. Unless an agreement for the transfer of creator's economic rights to a work to the University or a licence agreement in which the University is the licensee regulates otherwise, the transfer or granting of a licence shall be free of charge, without time and territorial restrictions, together with permission to use the creator's derivative rights.

Chapter 6

Computer programs

§ 7

1. All property rights of creatorship in computer programs that are the result of intellectual work, to which the provisions of these Regulations apply, i.e. the right to use and dispose of the program in all fields of exploitation from the moment the programs are created, serve exclusively the University and include in particular:
 - 1) the right of permanent or temporary reproduction of the programme,
 - 2) the right to translate, adapt, rearrange or make any other changes to the programme,
 - 3) the right to distribute the original or copies to the public, including by means of contracts (rental, lease, licence agreements, agreements for the transfer of ownership of a program and others).
2. Computer programs that constitute the University's intellectual property may not be used without the University's consent.
3. Creators of programmes within the scope of the creator's moral rights shall have the right to designate their creatorship with their surname or a pseudonym or to make them available anonymously, and, in the event of the University deriving profits from the exercise of the economic rights vested in it, the right to remuneration pursuant to the rules laid down in § 23 of these Regulations.
4. The above provisions apply to all forms of programme expression, including all forms of design and production documentation.

Chapter 7

Databases

§ 8

1. The University is the producer and sole owner of databases within the meaning of the Act of 27 July 2001 on the protection of databases (i.e. Journal of Laws of 2019, item 2134, as amended), insofar as it finances, organises or otherwise enables

the creation of databases. Where a database fulfils the characteristics of a work, the University acquires the creator's economic rights to the database upon its adoption.

2. Employees, doctoral students and University students, as well as persons who are parties to an agreement with the University, whose subject matter of work is related to scientific or scientific-research activities, may use the databases made available to them by the University for scientific and teaching purposes, on terms and conditions determined by the head of the organisational unit in which the database was created.
3. Databases and their contents may not be exploited without the consent of the University, in particular:
 - 1) use the bases for profit-making purposes,
 - 2) use the databases and extracts therefrom in the creation of their own databases intended for use beyond scientific and teaching activities,
 - 3) make databases or extracts thereof available to third parties, whether in hard copy or using information technology.

Chapter 8

Improvement projects

§ 9

The provisions of these Regulations shall apply mutatis mutandis to improvement projects.

Chapter 9

Rights and obligations of the creators of work-related intellectual property

§ 10

1. The creators of intellectual property are entitled to be mentioned as creators in descriptions and other documents and publications, and in the case of their commercialisation, to remuneration according to the rules specified in § 23 of these Rules.
2. The creator may not, within the scope of his/her activities outside the University, make use of the intellectual property in which the University has rights.
3. The creator may not, without the consent of the University, undertake any obligations towards third parties in respect of the use of the University's intellectual assets, in particular creatorising them to use these assets under licence.
4. The creator is obliged to refrain from carrying out any activities aimed at commercialisation of research results without complying with the procedures described in these Regulations.

5. Employees of the University shall be obliged to provide the faculty representative for the POL-on system with information concerning applications to the Patent Office for inventions, utility models and industrial designs and the granting of protection for them, if they are their co-creators and the applications were made by other entities, in order to enter them into the POL-on system.
6. The POL-on Representative shall forward the information to the CITT within 2 weeks of the end of each quarter of the calendar year, unless otherwise stipulated by the Rector's decision.
7. The scheme of the process of transferring and entering data concerning obtained patents into the Integrated Information System on Higher Education and Science POL-on - Module: patents and protection rights - is annexed to these Regulations as the Annex no. 3.
8. At the stage of research planning, research teams are advised to check the state of the art in order to avoid undertaking actions on already existing solutions. The PATLIB Patent Information Centre provides assistance in this respect.
9. Within 14 days before the termination of the employment relationship, the employee shall provide the University with information on the results, status and degree of advancement of work or research on intellectual property carried out at the University within 2 years before the termination of the employment relationship. An employee may not use the intellectual property of the University in his/her further professional or paid activity without the knowledge and consent of the University.

Chapter 10

Rights and obligations of creators of non-employee intellectual property

§ 11

1. The rights to the non-employee intellectual work results, both personal and proprietary, are entirely vested in their creators.
2. Any creator of a non-employee intellectual work result may apply to the University for assistance in managing that result.
3. The University may provide assistance for a fee or free of charge in exchange for a share in the right to the result. The parties are obliged in each case to sign an agreement specifying their rights and obligations, and in the case of signing an agreement on co-ownership of the result of intellectual work - to specify the share of the parties in this right.
4. If the results are created in the course of the work with the help of the University, a co-ownership agreement for the right to the result should be concluded, in which the interests of both the creators and the University should be adequately safeguarded.

5. When publishing the results of intellectual work carried out by non-employees, it is forbidden to label the publication with the name or marks of the University, unless the Rector gives his/her written consent. The same principle applies to the economic use of the results of intellectual work not produced by the University.

Chapter 11

Rules for filing and processing intellectual property

§ 12

1. A creator who has positively and completely solved a technical, technological or technical and organisational issue (has created an invention) or who has created a utility model, an industrial design or a topography of an integrated circuit shall notify the CITT within 14 days of the date of that accomplishment.
2. In order to make the application referred to in paragraph 1, the creator shall fill in an application form for intellectual property which is available on the CITT website.
3. The application for protection (patent application) is made after a prior assessment of the possibility of obtaining protection by a patent attorney and a preliminary assessment of the economic potential of the intellectual property by the CITT. The inventor may be required to provide additional information or clarifications.
4. Where the initial assessment of the economic potential of an intellectual asset indicates its low commercialisation potential, the head of the organisational unit may, having regard to the unit's scientific development policy, decide to cover the costs of the patent application from the organizational unit's own resources. In this case, the decision on the application for protection shall be taken by the head of the organisational unit and the patent attorney
5. Opinions on an intellectual property are issued, upon the request of a patent agent or the director of the CITT, by organisational units competent in terms of the subject matter of the property. The creator of the good has the right to participate in the work connected with the assessment of the usefulness of his/her project, and the head of the organisational unit carrying out the work on the assessment of the project is obliged to allow the creator to participate in this work.

§ 13

1. The patent attorney may oblige the creator to make appropriate changes or additions to the description of the subject matter of the application in the event of formal or substantial deficiencies preventing the application for protection.
2. The patent attorney prepares the application for protection (patent application) together with the creator and conducts the procedure to obtain the protection.

3. The creator may work with a consultancy firm of his choice or an external patent attorney to prepare the description of the application for intellectual property.
4. If any obstacles to obtaining the exclusive right become apparent in the course of preparing the documentation of an application for protection (patent application), the patent attorney informs the head of the organisational unit who may issue a decision to renounce legal protection or a decision to protect the solution as the University's know-how.

Chapter 12

Filing and protecting intellectual property abroad

§ 14

1. In relation to intellectual property with high market attractiveness, the University seeks to finance foreign application proceedings and the protection of intellectual property maintenance fees through negotiations with third parties interested in commercialising the intellectual property.
2. The initiation of proceedings to apply for the protection of an intellectual property abroad shall take place at the request of the head of an organisational unit or the director of the CITT.
3. The application should indicate the countries for which protection is sought and justify obtaining protection in each of the countries indicated. In addition, the application should include information on the state of play of the implementation of the intellectual property into production.
4. The application referred to in Point 3 should be submitted to the patent attorney of the CITT no later than 8 months from the date of filing the invention application with the Patent Office of the Republic of Poland.
5. The patent attorney examines the possibility of obtaining protection in the light of international legislation and previous examination of the state of the art and estimates the costs of the proceedings.
6. The decision on the application of an intellectual property for protection abroad is taken by the Rector after consulting the Director of CITT.
7. Notification of the decision referred to in Point 6 shall be given to the applicant and the creator.
8. In the case of an application to the Patent Office of the Republic of Poland for a solution of the University, which is characterised by particular market attractiveness, it is recommended that the negotiations aimed at concluding an agreement for granting access to the good also include financing of foreign application proceedings and fees for maintenance of protection.

Chapter 13

Rules on entering into agreements

§ 15

1. The procedures for entering into and signing agreements regarding the use of rights to the intellectual property of the University are regulated by the Rector by means of a decision.
2. Sample agreements with students, PhD students, entrepreneurs and others that may result in the creation of an intellectual property asset require consultation with the CITT for intellectual property rights.
3. The University, when entering into agreements concerning domestic or foreign internship or scholarships for its employees, as well as when embarking on joint research projects with other universities or research units, shall be obliged to regulate in such agreements the scope of acquisition of rights to intellectual property and the conditions for exercising such rights, while seeking to ensure that the University has rights to such property at least in part.
4. Research or development agreements entered into by the University with entrepreneurs or other external entities may provide for the acquisition by the entrepreneur of rights to intellectual property following their prior approval by the work leader and the Director of CITT.
5. Any agreement entered into by the University under which intellectual property has been or may be created should provide for the University to secure appropriate rights in such property where the intellectual property has been created with substantial assistance from the University, in particular as a result of funding or sponsorship by the University or the use of substantial resources of the University.
6. Where a third party is entitled to an intellectual property under an agreement, the agreement should reserve to the University the right to use the property for research or research and development purposes, while maintaining the confidentiality of information relating to the intellectual property, unless other agreements including project agreements provide otherwise.
7. Where an intellectual property is the result of the work of multiple creators, the Director of the CITT is entitled to negotiate an agreement specifying the way in which the rights to the intellectual property may be shared or acquired by the University.

Chapter 14

Rules on protection of business secrets and know-how

§ 16

1. The University shall have the right to exclusive use of information constituting knowhow, developed or obtained in connection with the performance by an employee of the University of the duties arising from the employment relationship.
2. Information of a know-how nature includes, in particular, the development of new technologies and products, research results, design solutions and partial results of work on them, document studies, projects and analyses.
3. If the head of a department, the director of the CITT or the head of a relevant organisational unit of the University due to the place of employment of the creator or the creator considers it advisable to protect the solution as the University's know-how, he/she submits the application to the appropriate pro-rector.
4. The relevant Deputy Rector, after consultation with a team consisting of the director of the CITT, the patent attorney and the head of the relevant organisational unit of the University in view of the place of employment of the creator, shall decide on the advisability of protecting the solution by keeping it secret, taking into account the probability and amount of anticipated economic benefits of the University, the legitimate interests of the creator and the possibility of negative effects limiting scientific development in the field of the subject matter to be protected as know-how of the University.
5. The head of a department, the head of an organisational unit, the director of the CITT or an artist may appeal against the decision of the relevant Deputy Rector to the Rector.
6. The period of secrecy of the University's know-how shall be specified in the decision on secrecy of the solution. The period may be extended in a new decision.
7. In the case of a decision to recognise information as the University's know-how, the competent head of the organisational unit shall be obliged to ensure technical and organisational conditions allowing the solution to be kept secret, in particular by
 - 1) the identification of persons with access to designated confidential information,
 - 2) supervision of the submission of a written commitment to secrecy by all persons familiar with the essence of the solution recognised as the University's know-how,
 - 3) ensuring, after the termination of scientific, research or development work in an organisational unit, the disposal of tangible and electronic carriers revealing the essence of the solution recognised as the University's know-how, with the exception of two copies of the carrier describing this solution in a comprehensive manner,
 - 4) ensuring that 2 (in words: two) copies of the media describing the know-how are deposited with the office of the Dean,

- 5) keeping copies of media inaccessible to the public, with supervised and recorded access only for staff who are bound by the obligation of secrecy.
8. Heads of department shall keep a record of confidential information held in the department with a list of persons with access to it who are under a duty of confidentiality.
9. Heads of department shall mark documents concerning the University's secrecy with appropriate clauses indicating confidentiality - in the form of the annotation "Confidential".
10. Where the decision of the relevant Deputy Rector is to protect a solution as the University's know-how, the CITT and the patent attorney shall register the solution and keep the signed secrecy decision, and return all received factual attachments concerning the application immediately, with acknowledgement, to the head of the organisational unit.
11. A solution which has been decided to be considered a secret of the University may be the subject of a decision to initiate a procedure for its protection under exclusive rights.
12. The obligation of secrecy remains with the creator even after the termination of the employment relationship.

II. Rules of commercialisation of intellectual property at the Silesian University of Technology

Chapter 15

Commercialisation Methods of commercialisation

§ 17

1. The University shall seek to commercialise intellectual property to the fullest extent justified by economic and scientific considerations.
2. The main ways of commercialising the results of scientific activity and know-how are:
 - 1) direct commercialisation consisting of:
 - a) the sale of research results or know-how relating to such results,
 - b) creatorising the use of the intellectual property to others for compensation, in particular by granting a licence to use the intellectual property,
 - c) the establishment of a scientific and industrial consortium enabling the participation of the University in the implementation of the intellectual property into economic practice, unless the provisions of project agreements state otherwise,
 - d) the use of intellectual property in connection with its direct application in paid orderedNB works,

- 2) indirect commercialisation consisting in:
 - a) taking up or acquiring shares in spin-off/out companies by the University's special purpose vehicle,
 - b) subscription options to subscribe for or take up shares in companies in order to implement or prepare for the implementation of scientific results or know-how related to these results,
 - c) the creation or accession to a spin off/out company by the University's special purpose vehicle.
3. Direct commercialisation is carried out by CITT and indirect commercialisation is carried out by the special purpose vehicle "Innowacje Politechniki Śląskiej Sp. z o.o".
4. The special purpose vehicle may carry out, as an additional activity, an economic activity that is, in organisational and financial terms, separate from the activity referred to in Point 2, section 2(a) and 2(b).
5. As part of the process of commercialisation of the results, as well as in the period preceding it, the tasks of the special purpose vehicle shall include in particular
 - a) conducting market research
 - b) the search for licensees and purchasers interested in the market application of research results,
 - c) conducting negotiations on the forms and conditions for the commercialisation of the results,
 - d) taking up and acquiring shares in companies with a view to implementing or preparing results for implementation.
6. The SPV cooperates with the University's organisational units in the field of intellectual property, in particular with the CITT and the patent attorney.
7. The SPV may, under a separate agreement, negotiate the provision of infrastructure to third parties.

Committee on Implementation and Commercialisation of Intellectual Property

§ 18

1. The Committee shall be composed of the relevant Deputy Rector, as Chair, the Director of CITT, as a permanent member, and other persons appointed by the Chair according to the subject of the meeting.
2. The Committee's tasks include:
 - 1) taking decisions on commercialisation,
 - 2) verification of the obligation to declare intellectual assets created at the University,
 - 3) settling disputes over the distribution of rights to intellectual property created at the University,

- 4) resolving doubts for the purpose of determining the University's position as to whether the intellectual property arose out of duties arising out of the employment relationship,
 - 5) interpretation of these Rules of Procedure,
 - 6) expressing a position on issues relating to the protection of intellectual property not covered by these Rules,
 - 7) taking other actions in relation to intellectual property which is or may be the subject of the University's rights, Committeeed or approved by the Rector,
 - 8) expressing opinions on the University's policy on matters relating to the protection and commercialisation of intellectual property,
 - 9) Mediating and resolving disputes related to intellectual property issues in the University,
 - 10) giving opinions and taking other actions on selected programmes and competitions that affect the effectiveness of commercialisation activities and/or protection of intellectual property; disputes before the committee shall be resolved upon written request to the committee.
3. The decision to make an offer to an employee to transfer the rights to the results shall be taken following approval by the head of the unit in which the intellectual property originated.
 4. The decision of the Committee on how to commercialise the intellectual property shall be communicated to its creator(s) by the CITT. A decision sent to the creator's business e-mail address shall be deemed to have been received on the date of sending.
 5. The Committee may be assisted by experts invited to its meetings in an advisory capacity.
 6. The decision of the committee may be appealed to the Rector within 14 days of its delivery.

The process of commercialisation of intellectual property

§ 19

1. The decision on commercialisation shall be made in accordance with Article 154 of the Act by the Committee for implementation and commercialisation of intellectual property.
2. In the event that the University decides not to commercialise the intellectual property, or after the ineffective lapse of the period of three months from the date of application of the intellectual property, in accordance with the procedure laid down in § 12, Point1, the University shall be obliged, within 30 days, to make an offer to the employee to conclude an unconditional, paid agreement on the transfer of rights to the intellectual property. The remuneration due to the University for the transfer of rights shall be 5% of

- the average monthly salary in the national economy in the previous year, as published by the President of the GUS [*The Polish Central Statistical Office*] on the basis of Article 20, point 1, letter a of the Act of 17 December 1998 on pensions from the Social Insurance Fund (consolidated text, The Journal of Laws of 2020, item 53, as amended).
3. The University's intellectual property commercialisation processes are initiated and implemented by the Director of CITT with the support of the Intellectual Property Implementation and Commercialisation Committee and the consultation of the creator and the head of the internal organisational unit.
 4. In particular, the CITT Director selects the direct commercialisation partner, identifies effective means of direct commercialisation and conducts the necessary negotiations with partners interested in direct commercialisation, safeguarding the University's economic interests and ensuring that the commercialisation process is as effective as possible.
 5. Supervision of commercialisation processes is exercised by the relevant Deputy Rector.
 6. The creator, the head of the organisational unit and the patent attorney are obliged to cooperate with the director of CITT in order to effectively commercialise the intellectual property. This obligation includes, in particular, the provision of information and documents concerning the intellectual property to be commercialised.
 7. During the selection of the commercialisation method, the creator may provide comments to the CITT Director.
 8. It is recommended that the creator prepares documents allowing a preliminary assessment of the commercialisation potential and, if possible, the identification of specific entities potentially interested in commercialisation.
 9. Commercialisation may be carried out in relation to:
 - a) industrial property items - at least those filed for protection with the Polish Patent Office,
 - b) know-how and works - reported at the University.
 10. The creator of the intellectual property has the right to be informed on the progress of the commercialisation work.
 11. Promotional materials concerning making the intellectual property available to potential investors or materials for presentation at fairs are developed by the CITT under the substantive supervision of the creator or an employee of the organisational unit responsible for the place of employment of the creator.
 12. Prior to the filing of an application for protection of an intellectual property (in particular the Patent Office of the Republic of Poland), information concerning this property may be disclosed to third parties only after the conclusion of a confidentiality agreement.

13. In the absence of different regulations on commercialisation by agreement between an employee of the University and the University, the principles of commercialisation provided for by the Act shall apply.

Indirect commercialisation

§ 20

1. A spin off/out company created for the purpose of commercialisation of research and development results may be established by a special purpose company with the participation of the creator and the investor or the creator individually.
2. An employee of the University may be employed by a spin off/out company under conditions specified in the contract, subject to § 71, Point 1 of the Statutes of the Silesian University of Technology. After obtaining a positive opinion from the head of the organisational unit, he/she may apply for an unpaid leave for a period of up to 2 years or a reduction of the full-time position for a period of up to 2 years.
3. It is recommended that the following company formation models be used:
 - 1) the creator and the SPV cover the acquired shares with cash contributions; an obligation to share revenues from commercialisation is transferred to the SPV with the consent of the creator; the SPV grants the spin off/out company a license to use the intellectual property; in this case, the creator, in addition to the dividend from his shares in the company, retains the right to share in the SPV's revenues from commercialisation,
 - 2) the SPV covers the acquired shares with a contribution in kind in the form of the right to the intellectual property, while the creator covers the shares with a contribution in cash. The shares are covered by contributions in the amount of their nominal value; the obligation to distribute the commercialisation proceeds is transferred, with the creator's consent, to the special purpose company; in this case, the creator, in addition to the dividend from his shares in the company, retains the right to share in the commercialisation proceeds of the special purpose company,
 - 3) the SPV covers the acquired shares with a contribution in kind in the form of an in-kind contribution of the right to the intellectual property in an amount exceeding the nominal value of the acquired shares (*agio*); the creator covers the shares with a contribution in cash in the amount of the nominal value of the acquired shares; in this case the creator, in addition to the dividend from the shares held in the company, does not retain the right to share in the revenue of the special purpose vehicle from commercialisation.
4. In specific cases, a model other than that referred to in paragraph 3 may be used.
5. In the process of indirect commercialisation, the University cooperates with business environment institutions and investors.

Direct commercialisation through entering into of a licence agreement

§ 21

1. It is recommended that the granting of an exclusive licence by the University for the use of rights to intellectual property takes place when further expenditure on research is necessary for industrial implementation, or the granting of such a licence takes place in relation to a licensee who has previously incurred such expenditure on the basis of a concluded research and development agreement.
2. It is recommended that the granting of a non-exclusive licence by the University for the use of rights to intellectual property should take place when it is possible to implement the solution industrially without having to incur significant expenditure on its development.

Direct commercialisation through the transfer of rights to the intellectual property to a third party and commercialisation through entering into of a scientific and industrial consortium agreement

§ 22

1. It is recommended that the transfer of rights to the intellectual property to another entity should take place in a situation where the assessment of the possibility of obtaining reasonable revenue from a licence agreement is unduly difficult and there is no economically justified reason to establish a spin off/out company.
2. It is permissible to enter into a scientific and industrial consortium agreement implementing the University's intellectual property.
3. It is recommended that entering into a scientific and industrial consortium agreement or a consortium agreement with research institutes takes place when there is a need to incur additional investment in the development of an intellectual property, resulting in the possibility of development of an existing intellectual property or the creation of a new intellectual property, and the state of work on the introduction of new products on the basis of the existing intellectual property does not justify the establishment of a spin off/out company.

Allocation of commercialisation proceeds and remuneration rules

§ 23

1. If the University receives funds from commercialisation, the creator is entitled to remuneration according to the rules set out in the Regulations.
2. The funds obtained by the University from commercialisation are divided according to the following principles:

- 1) Creators of the solution according to the percentage indicated in the Intellectual Property Application Card are entitled to 65% of the value of the funds obtained by the University from the direct commercialization, reduced by no more than 25% of the costs incurred by the University, directly related to the commercialization. These costs include e.g. external costs, in particular the costs of legal protection, expert opinions, assessment of the value of the object of commercialisation or official fees. These costs shall be transferred to the organisational unit of the University which incurred them, if they were financed by the unit from its own resources and incurred after the date of the decision on commercialisation referred to in § 17 Point2 of these Regulations,
- 2) 15% is due to the organisational unit(s) of the University relevant to the place of employment of the creator(s), in proportion to the percentages indicated on the intellectual property application form,
- 3) the remaining funds are transferred to the CITTT.
3. The creator is entitled to 65% of the funds received by the SPV from commercialisation, which are reduced by no more than 25% of the costs associated with commercialisation.
4. In exceptional cases, the contract with the creator may, with the approval of the Rector, provide for more favourable rules for the distribution of funds to the creator(s).
5. In individual cases, the Rector may grant the creator a financial gratification, in accordance with the Remuneration Rules, for inventiveness and for research and implementation works.
6. The shares acquired in the special purpose vehicle by the University in return for a contribution in kind in the form of a right to an intellectual property shall not constitute funds from commercialisation. If the share in the funds from the commercialisation of an intellectual property falls to more than one creator, the share of each creator shall be determined in relation to the contribution to the creation of the intellectual good. However, if the creators have entered into an agreement governing their respective contributions in the creation of the intellectual property, that agreement shall be binding. If there is a dispute between the co-creators as to the amount of the creative contribution, the distribution of the remuneration from the commercialisation shall be withheld until the amount of such contributions has been agreed between them or until a final court decision establishing the amount of such contributions has been made.
7. The withdrawal entitlement is 6 years from the date the first funds are received.
8. Remuneration to creators for copyrights performed as part of research and development and service and research work is included in the accounts as part of the remuneration received for work performed under these agreements.

Commercialisation by the creator

§ 24

1. In the case of commercialisation carried out by an employee of the University, the University is entitled to 25% of the value of the funds obtained by the employee from commercialisation, reduced by no more than 25% of the costs associated with commercialisation incurred by the University.
2. The employee undertakes, within 30 days of the end of each six-month period, to provide the University with annual reports presenting data on the progress of commercialisation and the funds received for the past six-month period.
3. The University has the right to be informed by the creator about the course of the commercialisation process carried out by the creator, in particular affecting the amount of funds.
4. The employee is obliged to transfer the funds due to the University from the commercialisation to the University within 30 days from the submission of the aforementioned report, on the basis of a correctly issued accounting document.

Rules for the use of the University's logo and names

§ 25

1. When entering into an agreement specifying the rules of commercialisation of an intellectual property, as well as when deciding to establish a commercialisation company, the University may grant the other party to the agreement or the company the right to use the University's trademark (logo), the University's coat of arms, the CITT trademark (logo), or other trademarks owned by the University or which the University has the right to dispose of, as part of activities related to the use, commercialisation and promotion of the intellectual property. The condition for the use of the aforementioned designations must be information on the connection between the intellectual property and the University.
2. The decision to grant permission to use the University's trademarks for products relating to the University's intellectual property shall be taken by the Rector after consultation with the Director of the CITT.
3. The University may allow the other party to the agreement referred to in Point 1, or the spin off/out company, to use the term "created as a result of scientific and research work carried out at the Silesian University of Technology" or a corresponding term with reference to products related to intellectual property.
4. Detailed rules for the use of trademarks vested in the University are regulated by the Rector specified in his/her decision.

Chapter 16

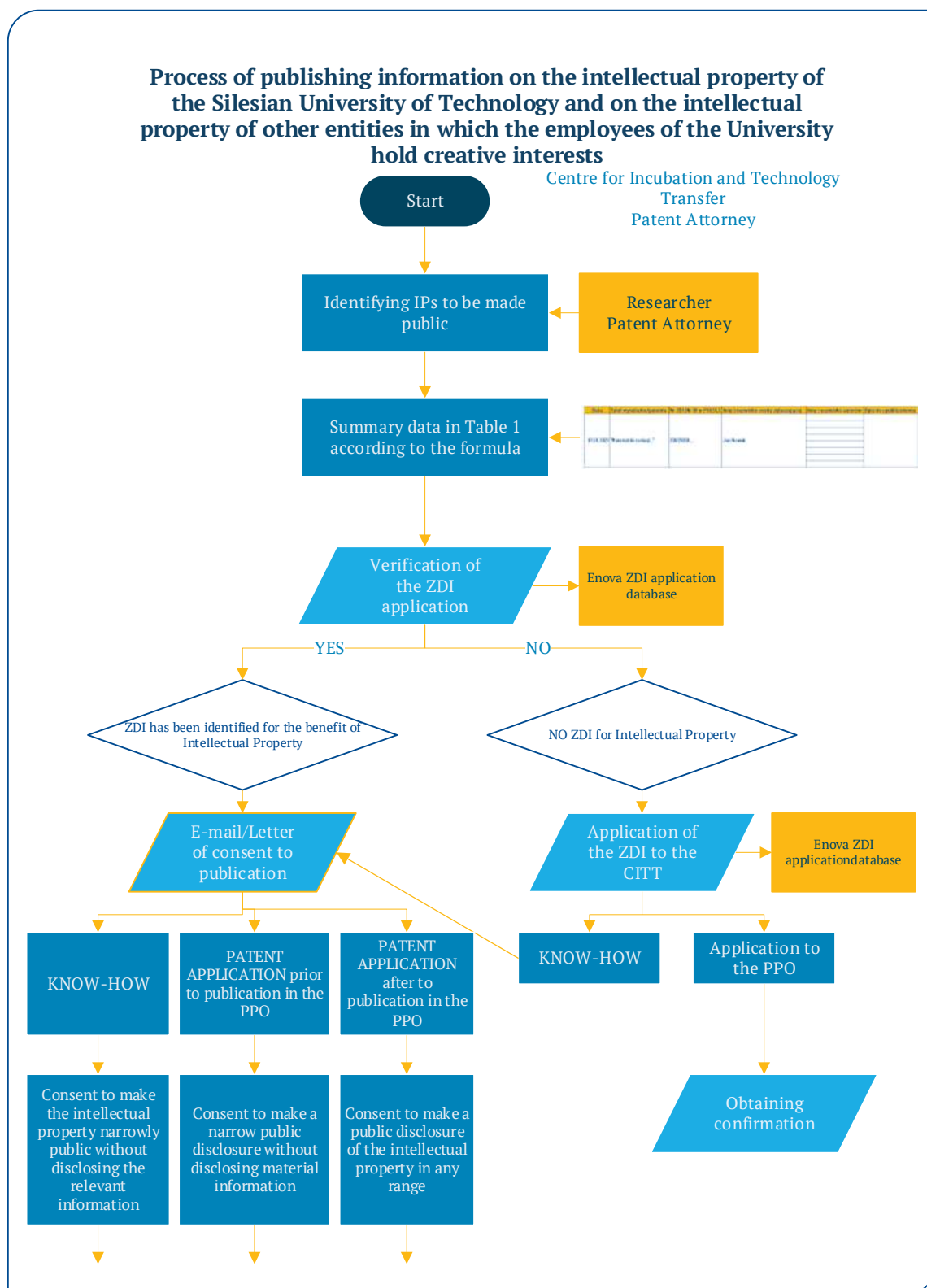
Final provisions

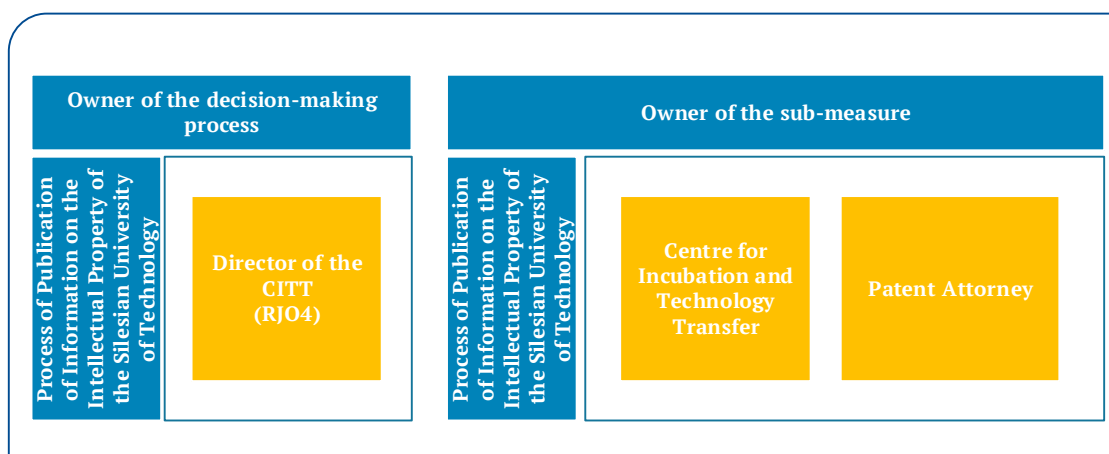
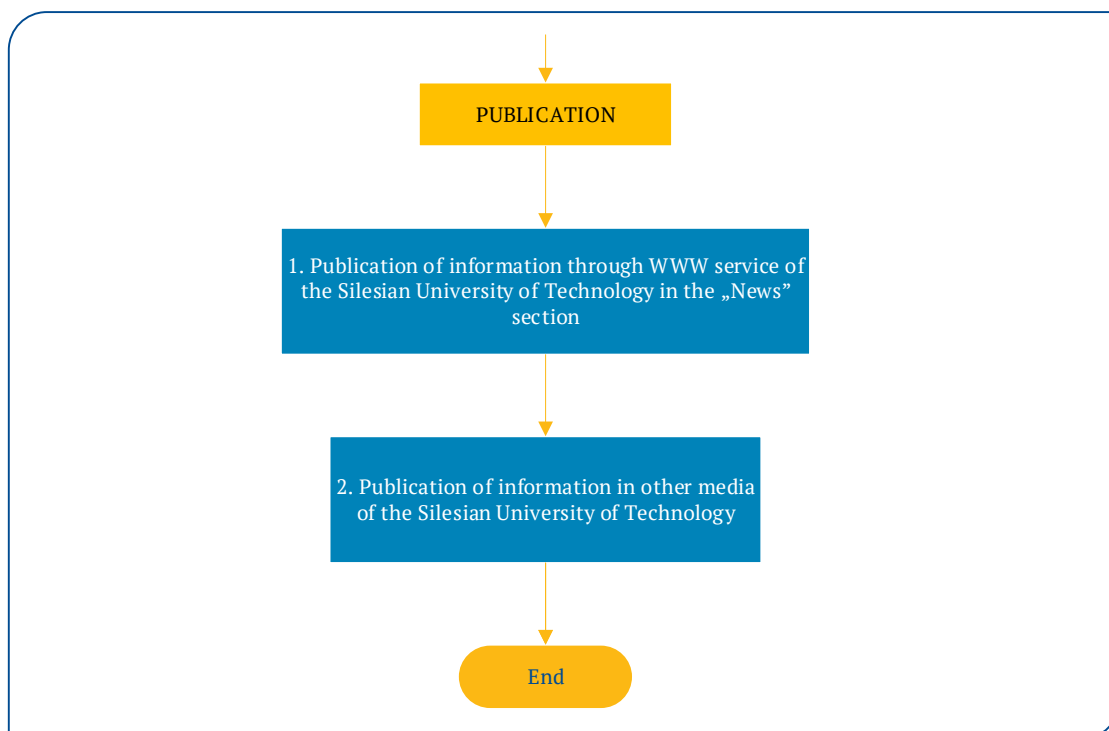
§ 26

1. In matters concerning intellectual property not regulated by these Regulations, decisions on behalf of the University are made by the Rector.
2. Violation of the provisions of these Regulations is tantamount to a breach of employment obligations.
3. An employee confirms that he/she has familiarised himself/herself with the Regulations on Managing Intellectual Property at the Silesian University of Technology by submitting a declaration according to the sample form constituting Annex no. 5 to the Regulations. The declaration should be sent to CITT within 30 days of the date of publication of these Regulations in the Legal Gazette of the Silesian University of Technology. The declarations are kept in the CITT.
4. The rules for the use of the University's property used for the commercialisation of research and development results and the provision of research and development services are laid down in the Regulations for the Use of Research Infrastructure of the Silesian University of Technology.
5. Commercialisation revenues transferred to the CITT are used to fund the protection of intellectual property with high market potential and to carry out commercialisation activities.
6. The University may enter into agreements with external entities under which the University makes its own research infrastructure, in particular research equipment or apparatus and intellectual property to which it is entitled, available for a fee.
7. Rights to intellectual property produced using the University's research infrastructure are governed by a contract between the University and the external entity.
8. Making research infrastructure available to employees, University students, doctoral students and external entities shall be done in accordance with the rules provided for in separate Regulations.
9. The provisions of these Regulations apply to intellectual property submitted to the Silesian University of Technology from the date of the effective date of the Regulations.
10. The recommendations referred to in these Regulations are not binding on the Director of CITT, the appropriate Deputy Rector and the Rector in a situation where the possibilities of commercialisation justify departing from these rules. Due to the possibilities of commercialisation, taking into account the justified economic interest of the University or the authors, the University may withdraw from the aforementioned rules.

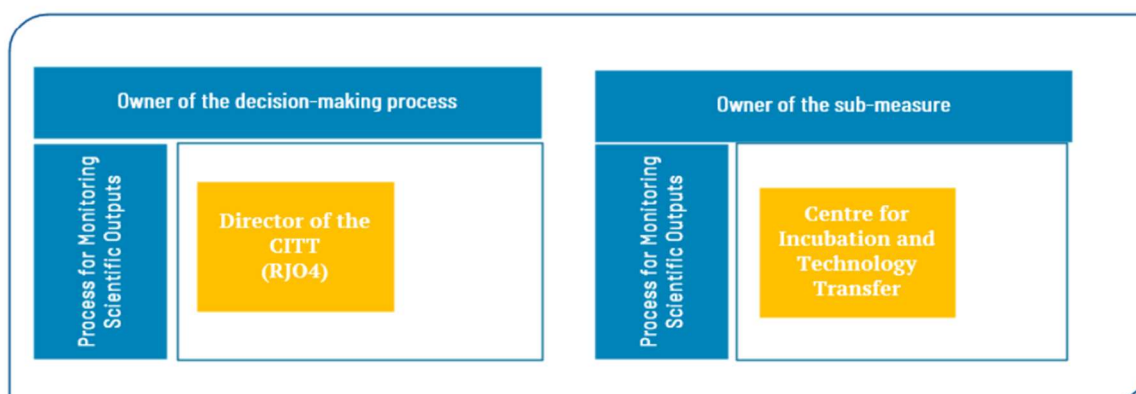
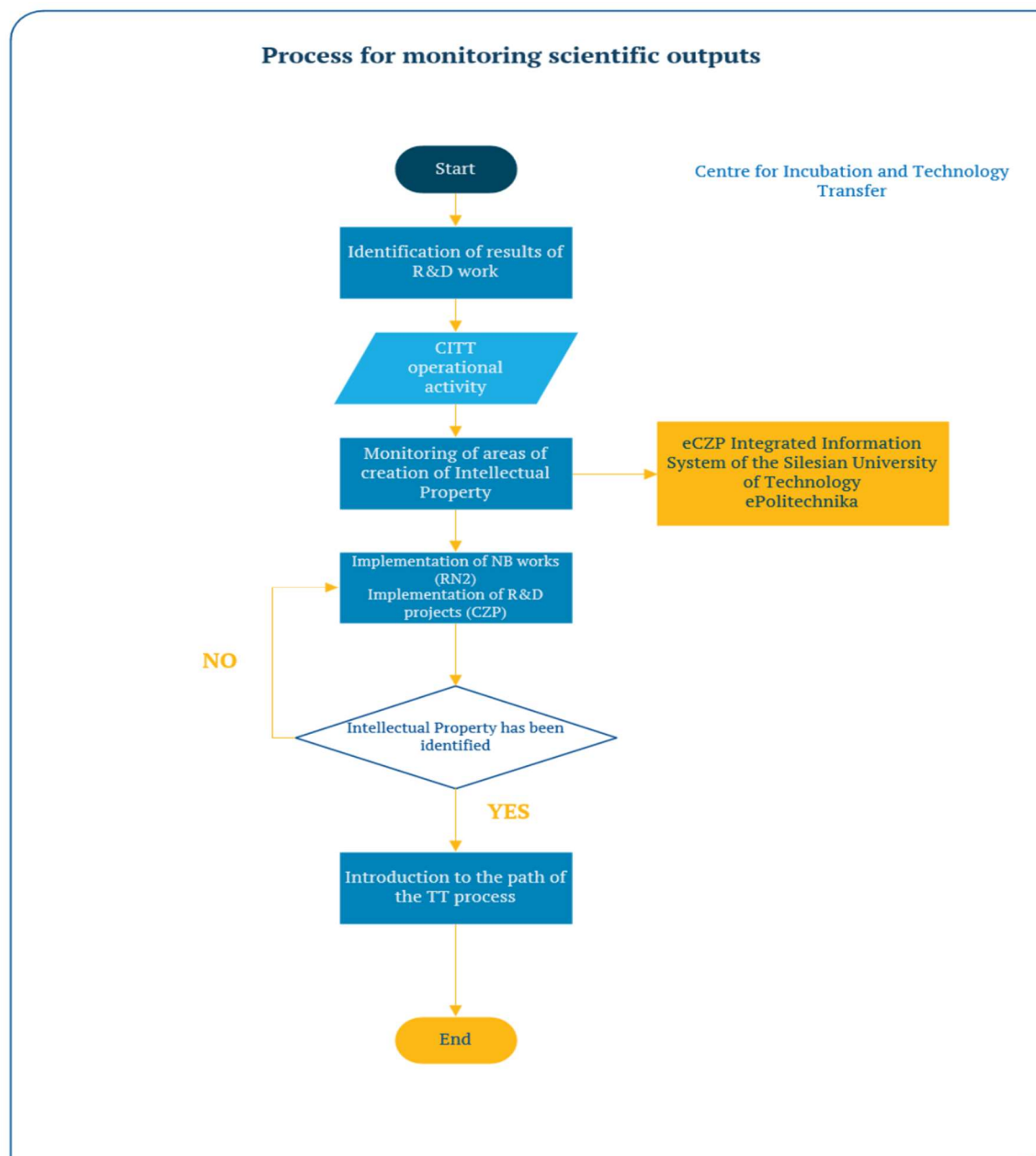
Annexes to the Regulations

1. ANNEX No. 1 Process of publishing information on the intellectual property of the Silesian University of Technology and on the intellectual property of other entities in which the employees of the University hold creative interests.
2. ANNEX 2 Process for monitoring scientific outputs.
3. ANNEX NR 3. Process of transferring and entering data on obtained patents into the POL-on Integrated Information System for Higher Education and Science. Module: Patents and ProtectiveRights.
4. ANNEXNO. 4 Technology Transfer Process.



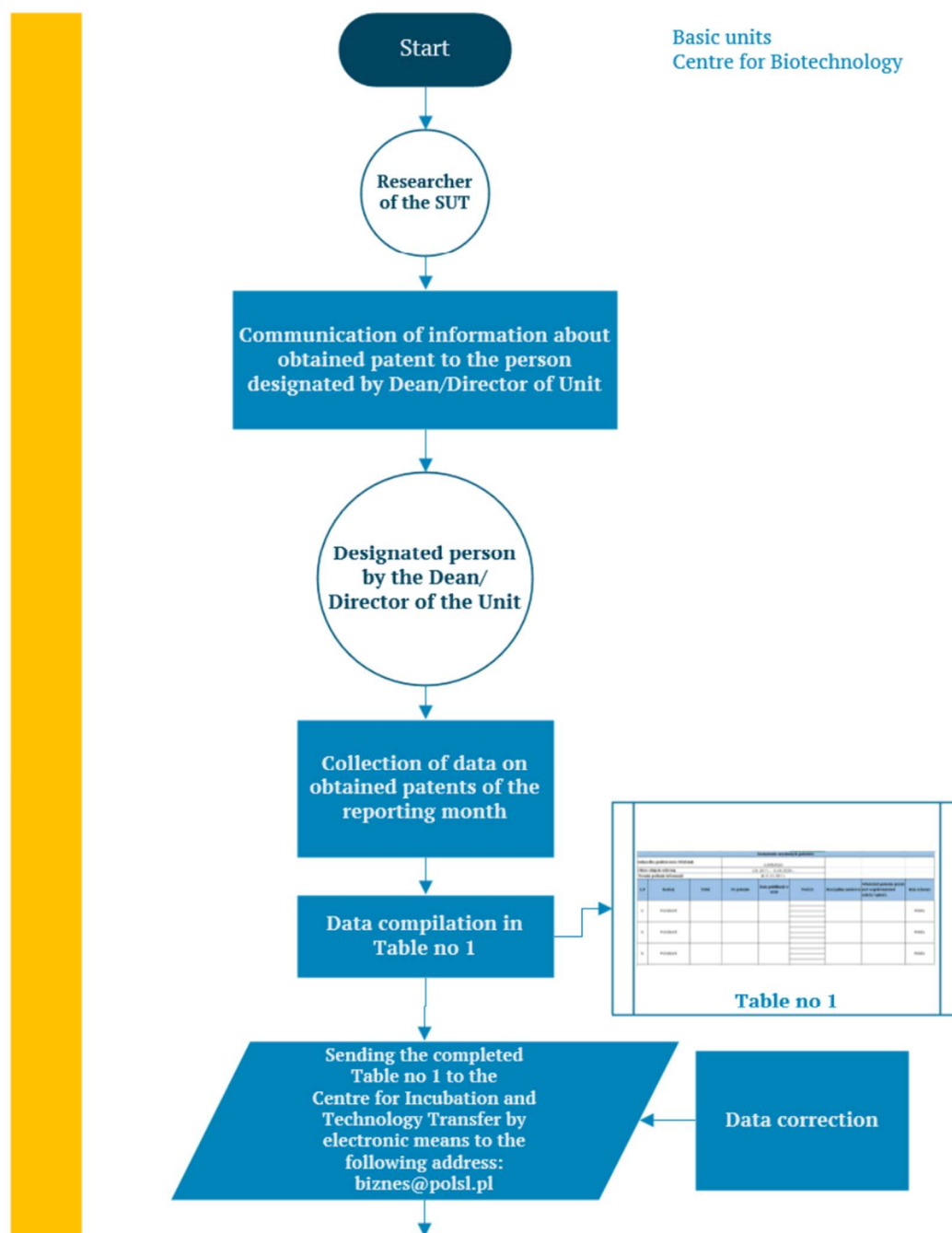


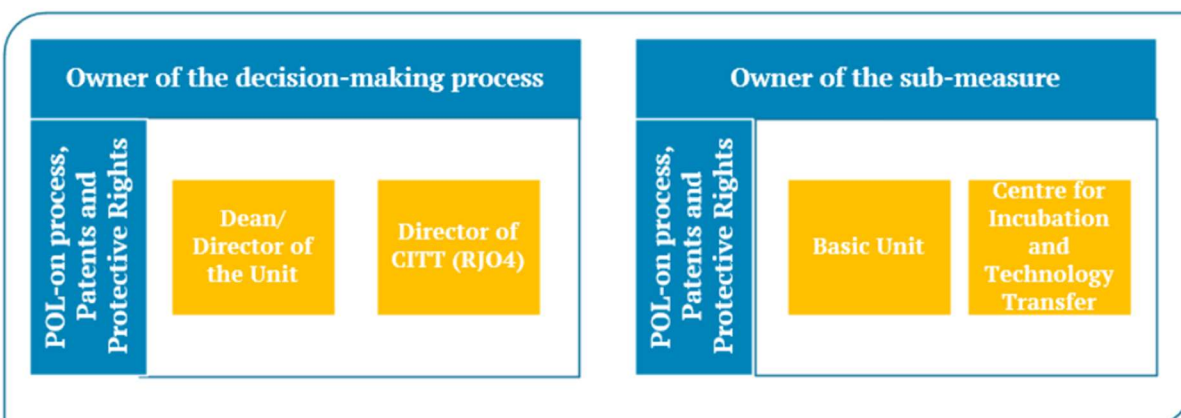
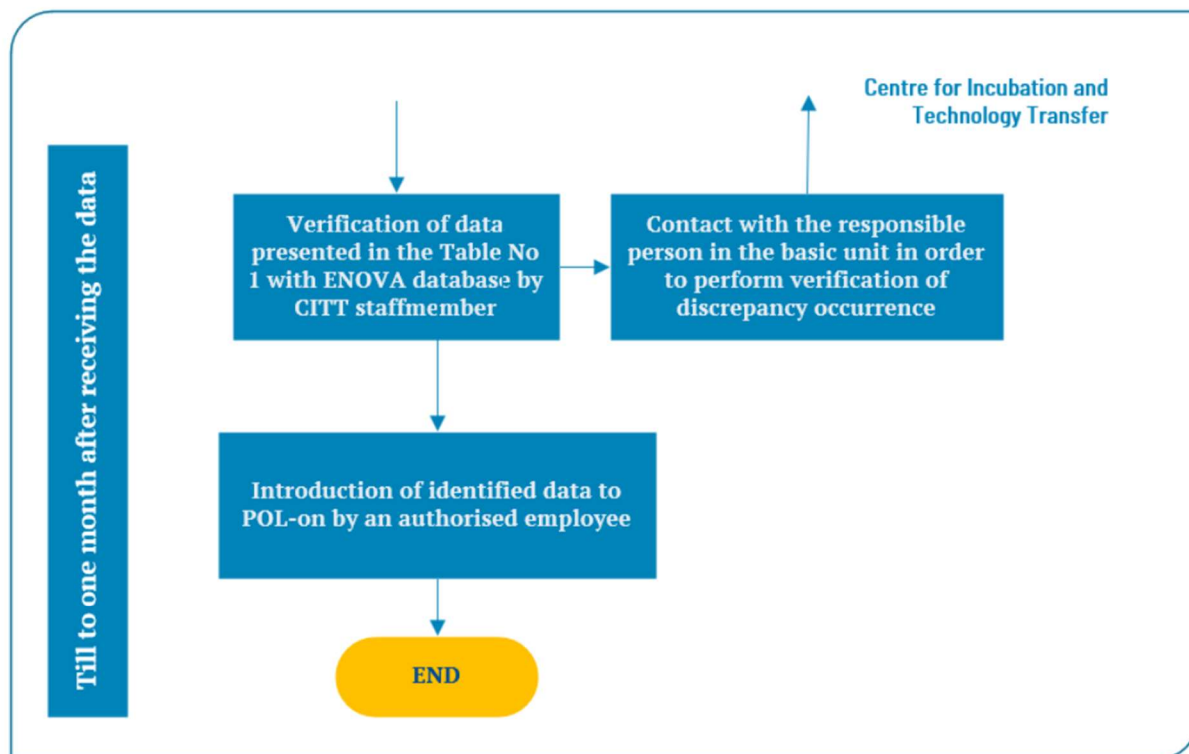
to the Regulations on Managing Intellectual Property at Silesian University of Technology

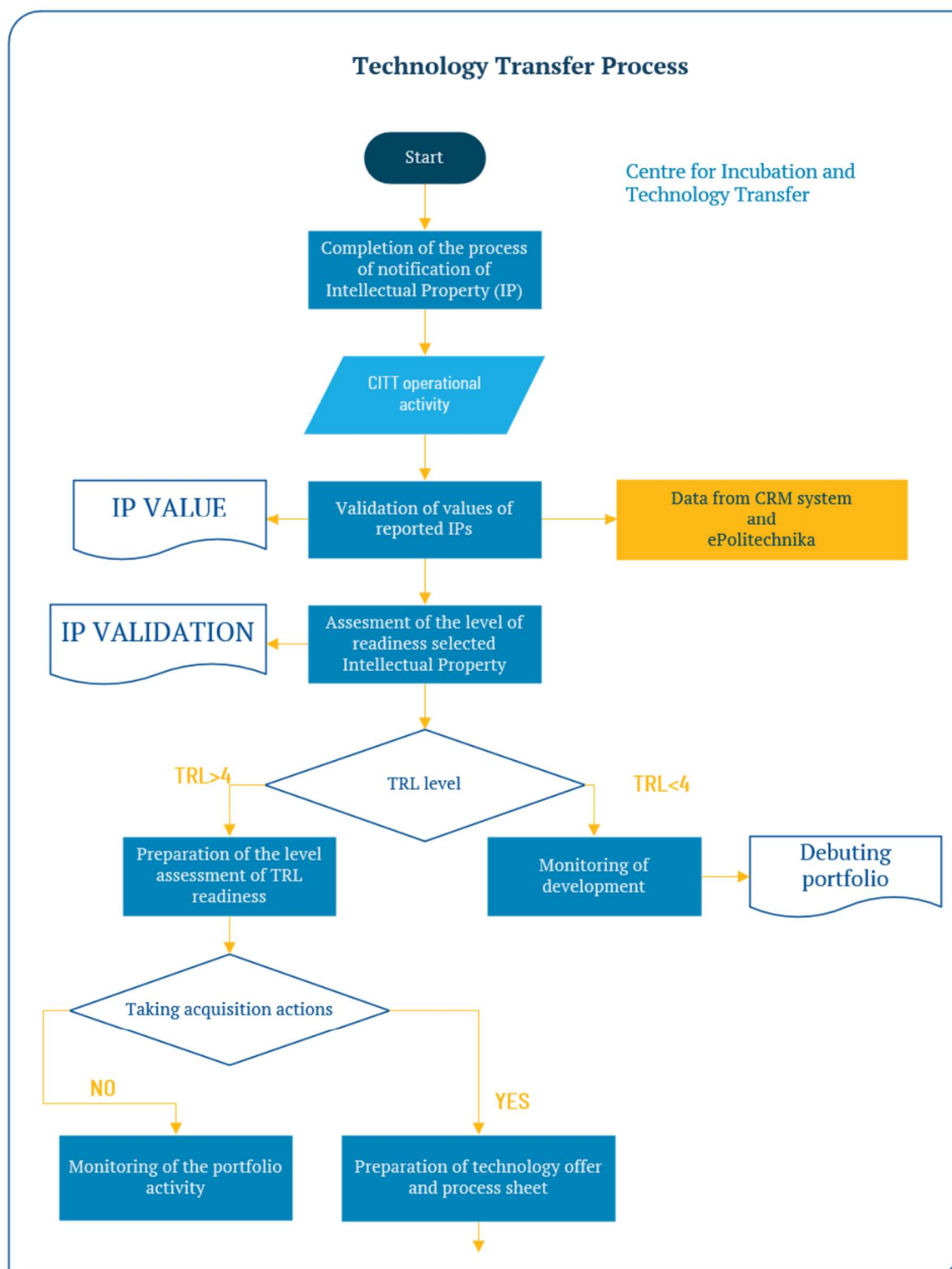


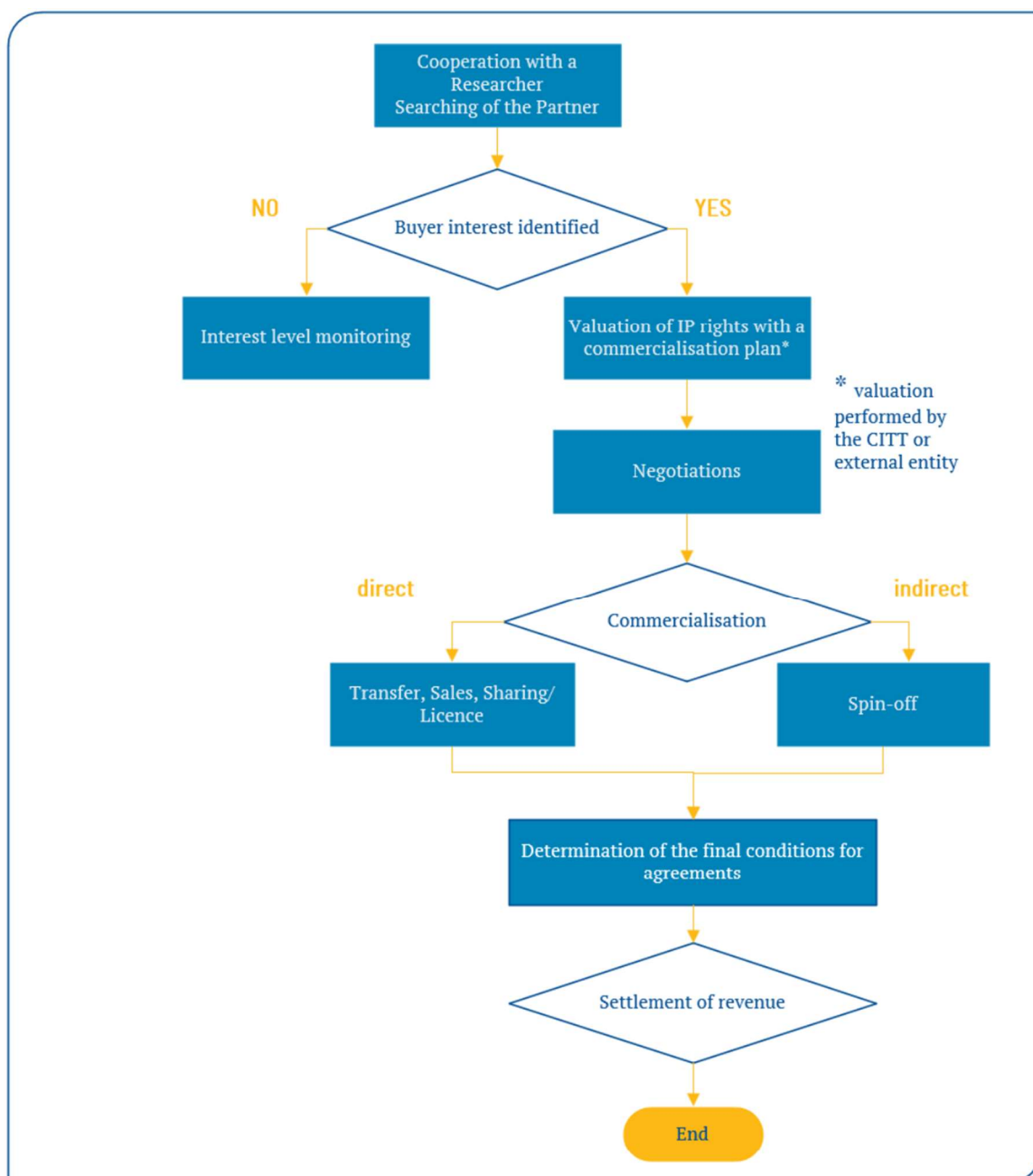
to the Regulations on Managing Intellectual Property at Silesian University of Technology

Process of transferring and entering data on obtained patents into POL-on – Integrated Information System for Higher Education and Science Module: Patents and Protective Rights









Owner of the decision-making process		Owner of the sub-measure
Technology Transfer Process	Director of the CITT (RJO4)	Technology Transfer Process
	President of the Board of „Innowacje Politechniki Śląskiej” Sp. z o.o.	
		Centre for Incubation and Technology Transfer

The role of CITT in technology transfer

The Centre for Incubation and Technology Transfer plays an important role in improving the implementation of scientific research results into business practice. Apart from organisational work and operational activities, including management, promotion and commercialisation of intellectual property on the basis of the Development Strategy for the Silesian Voivodship "Śląskie 2030", CITT acquires a number of projects financed by the Ministry of Science and Higher Education, the National Centre for Research and Development (NCBiR) and local government institutions of the Silesian Voivodship which aim at increasing the potential and competence of the University in the following areas:

- identifying research projects with high commercial potential,
- building and maintaining networks of links between the scientific environment and the economic environment,
- activities of innovation brokers,
- expanding competencies in the organisation of the process of commercialisation of research results,
- initiating indirect commercialisation processes through spin-off/spin-out companies,
- obtaining protection for foreign intellectual property.

The result of these activities is the implementation of, among others, several dozen pre-implementation works, which resulted in the creation of solutions tailored to the specific needs of entrepreneurs, which resulted in the conclusion of many license agreements and the creation of spin-off companies, whose object of activity was the commercialization of the created solutions. The activities carried out in the area of strengthening the University's potential and competences in the commercialisation of intellectual property go well beyond the internal structure of CITT and include, to a different extent, all organisational units involved in scientific research and commercialisation of its results, as well as scientists - research team leaders in the area of

- preparing for the presentation of solutions using direct contact channels; during talks and industry meetings, fairs, etc,
- identifying opportunities for the application of R&D results in practice,
- searching for entities interested in implementing the results of scientific research and development works,
- build scenarios for business modeling of intellectual property, outline the path of product development as a tool to support the processes of commercialization of research results,
- presenting initial assumptions for projects applying for funding under research and development competitions,
- securing intellectual property rights.

Secretary of the
Business Processing Office

Business Processing Office

Centre for Incubation and
Technology Transfer

Start

Receiving an inquiry

Verification of
information
received from the
customer

Inquiry registration

Entering data into
the CRM system

1. Creating a contractor
2. Query registration

Introducing the case to the
team

Searching for a
contractor for
research

Selection by a Broker

End of the
process

Selecting of a
research
contractor

Updating data in
CRM system

3. Task/Task description

Yes

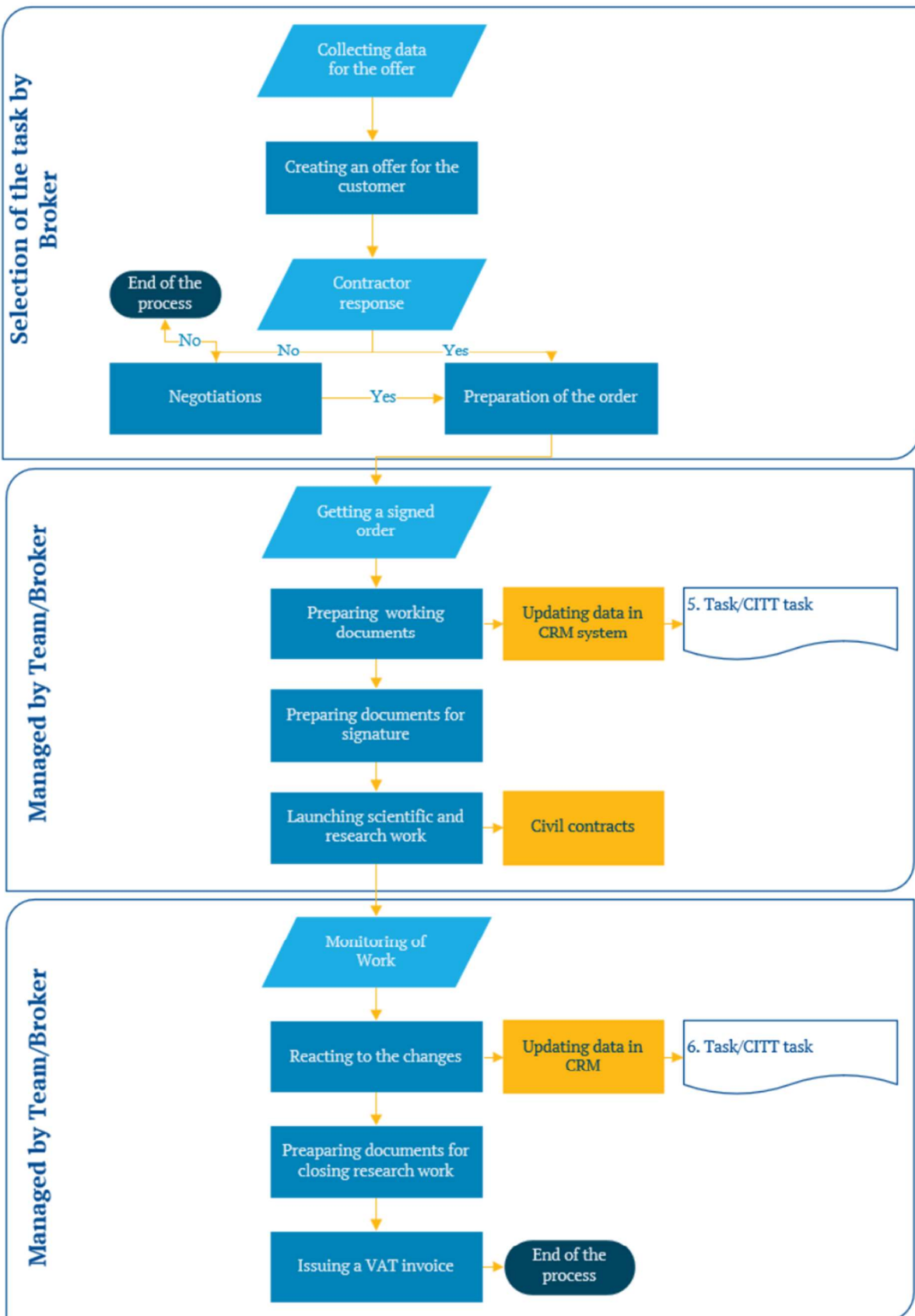
Indication of the date
Monitoring of the responses

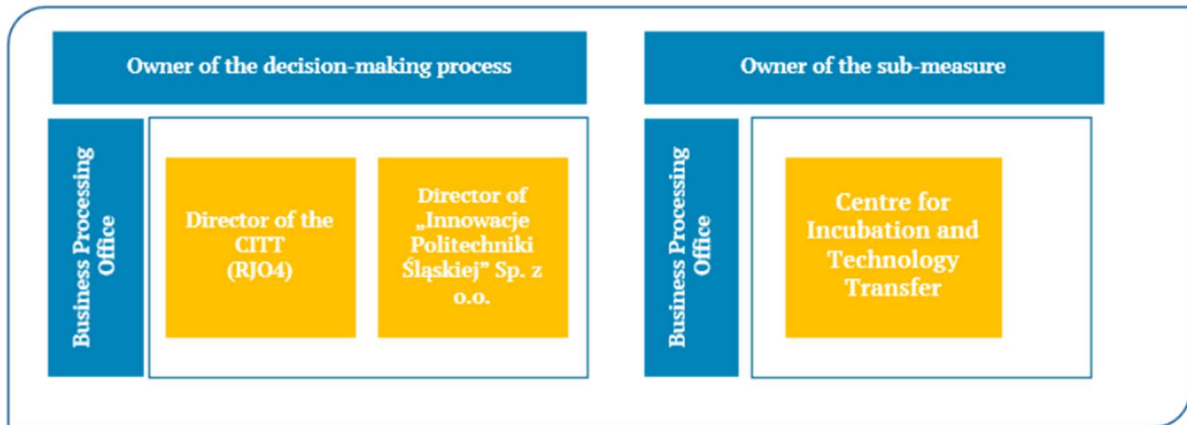
Preparing an offer

Updating data in
CRM system

4. Task/offers

Selection the task by Broker





Register No. 1128 / 2021

I, JaroslawKusior, sworn translator of English

hereby certify that this is a true copy of the original document submitted in **POLISH**

Fee charged according to effective Regulation of the Minister of Justice on the Sworn Translator's Remuneration for Translation Services of January 24, 2005

DziennikUstaw (Polish Journal of Laws) of 2005 No. 15 item 131

Warsaw, dated: 13th July, 2021